



U.S. Consulate General Casablanca  
February 26, 2019

To: Prospective Quoters

Subject: Request for Quotations number *19M03019Q0004*

Enclosed is a Request for Quotations (RFQ) for Painting the exterior walls and fences of the U.S. Consulate General in Casablanca. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

The U.S. Government intends to award a contract/purchase order to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract/purchase order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Quotations are due by *March 26, 2019 at 17:00 pm.*

Sincerely,

A handwritten signature in blue ink, reading "Rose M. Koransky".

Rose M. Koransky  
Contracting Officer  
U.S. Consulate Casablanca

Enclosure

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<b>• SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				1. REQUISITION NUMBER		PAGE 1 OF	
<b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE 03/22/2019		4. ORDER NUMBER		5. SOLICITATION NUMBER 19M03019Q0004	
						6. SOLICITATION ISSUE DATE 02/26/2019	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>Atika BATTI</b>			b. TELEPHONE NUMBER (No collect calls) <b>0522642102</b>		8. OFFER DUE DATE/ LOCAL TIME <b>08:00 – 17:00</b>
9. ISSUED BY  <b>Koransky, Rose M</b>		CODE		10. THIS ACQUISITION IS			
				<input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: ____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
<input type="checkbox"/> SEE SCHEDULE						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO U.S. Consulate General Casablanca Att. Atika BATTI 8 Boulevard Moulay Youssef Casablanca - Morocco		CODE		16. ADMINISTERED BY Atika BATTI Abderrahim KEBRITI			
17a. CONTRACTOR/OFFERER		CODE		18a. PAYMENT WILL BE MADE BY EFT – Bank Transfer		CODE	
TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	(Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) KORANSKY, Rose M.		31c. DATE SIGNED	

SECTION 1 –SCHEDULE  
CONTINUATION TO SF-1449  
RFQ NUMBER *19M03019Q0004*

I. SCOPE OF SERVICES

The U.S. Consulate General in Casablanca has a requirement to paint its building's exterior walls and gates as well as the exterior doors and renovate the Facilities space within the building. The works shall be done following the scope of work specifications and requirements, as well as the general contract conditions. This project requires an experience-registered contractor to be able to execute the job.

The Contractor shall provide all labor, material tools, equipment, supervision and other related items required to complete the project as per scope of work and specifications. The contractors are advised to visit the site, verify the existing site conditions to develop their proposal. Walkthru and site visits are scheduled to take place during March 04 - 08, 2019.

Requirements:

A. Preparations

Observe manufacturer's recommendations in regard to preparation of surfaces to receive paint and application of paint itself. Procedures shall include, but not necessarily be limited to, the following:

- a. Cleaning – Pressure clean and remove oil, grease and loose foreign matter, including, mold mildew, dirt and corrosion products, in a manner which causes neither undue damage to the substrate nor damage to, or contamination of, the surroundings or the paint system to be applied.
- b. Glossy Surfaces - Adequately scuff and/or solvent or chemically etch as appropriate to provide satisfactory adhesion for subsequent paint coats.
- c. Filling - Fill cracks and holes with fillers, sealers or grouting cements as appropriate for the finishing system and substrate, and sand smooth, to ensure all coats finish smooth.
- d. Drying - Unless otherwise specified, ensure that surfaces are cured and dry before applying additional coats of paint.
- e. Generally - Remove weld spatter, slag, burrs, or any other objectionable surface irregularities. Remove any rust and apply rust primer.
- f. Apply an oil-based primer to any bare timber surfaces.
- g. Light sanding between coats for the perimeter walls painting.



#### B. Paint Application

- a. Apply paint and related material with an undercoat plus two coats of selected finish color or with the number of coats specified in accordance with the manufacturer's recommendations. Allow each coat to harden for the drying time (or time between coats) recommended by the manufacturer.
- b. Finish - Ensure each coat of paint is uniform in color, gloss, thickness and texture and free of runs, sags, blisters, or other discontinuities.
- c. Wet Paint Warning - Place notices and do not remove until paint is dry.

#### C. Colors:

- a. Paint color should be the same as the current at all the walls, gates and doors encompassing the building; the colors shall be White and Blue.
- b. All balustrades, painted timber, and front entry doors and frames: should be painted with the same colors as existing one.
- c. Repaint downpipes, railings and gates on all buildings.
- d. Repaint all cable runs, conduits and pipe work.
- e. Final paint shall be applied in two coats and according to the manufacturer's instructions.

#### D. Facilities Area Repairs and Painting:

- a. Paint interior walls, exterior door as well as windows' grids.
- b. Replace existing sink.
- c. Install 20 Liters water heater.
- d. Replace existing floor with mosaic flooring with heavyduty tiles in in-accessible areas.

#### E. Work Area Protection

Before painting in any section of the building, use drop sheets and masking tape wherever necessary to protect finished work or other surfaces liable to damage during painting.

#### F. Touch Up

Clean off marks, paint spots and stains throughout including on glass, restoring damaged surfaces to their original condition.

#### G. Paint Types and Specifications

- a. Use only premium quality lines from approved manufacturers. Use only unadulterated paint except as per manufacturer directions. Do not combine paints from different manufacturers. On clear timber finishes use only combinations of putty, stain and sealer recommended by the Manufacturer of the topcoats. Use only the type and quantity of thinners recommended by the paint manufacturer.

- b. Provide finish coats, which are compatible with prime and undercoat paints used. Provide barrier coats over incompatible primers or remove and reprise as required.
- c. Do not apply paints when surrounding temperatures and the paint manufacturer exceeds humidity conditions beyond that recommended.
- d. Do not store or mix paint in areas or on surfaces liable to damage.

#### H. Surface preparations

All painted surfaces are to present a clean and even appearance with no evidence of poor workmanship. Finished paint surfaces shall be free from sags, wrinkles, drips and other defects or imperfections.

Do not paint over dirt, dust, scale, grease, moisture or conditions detrimental to the formation of a durable and acceptable finish.

#### I. Filling

All holes, cracks and marks should be repaired with fillers, sealant, putties or grouting cements as appropriate for the finishing system and substrate, and treat to achieve the required finish in accordance with industry standards before painting. Tint the filler to match substrate if the finish is transparent. Walls should be cleaned as necessary before painting.

#### J. Remove Hardware

Remove all hardware, hardware accessories and similar items in place and not to be painted or provide surface applied protection prior to surface preparation and painting operations. After completions re-install all removed items Exceptional care must be taken to assure tidiness of work. Suitable temporary covers, masking, drop sheets, drapes and/or barriers shall be provided and maintained effectively where necessary to protect carpeting and furniture or other finishes that are to be painted or not to ensure what they are not exposed to paint and put at risk. These are to be removed when the protection is no longer required. Provide "Wet Paint" signs as required to protect newly painted surfaces. Carefully remove and reinstate paint splatters from adjacent surfaces.

Upon completion of the work all paint cans, other materials, containers, debris and protective coverings shall be cleaned up and removed from site and the Contractor shall leave the area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

## II. Conditions of the contract:

This is a firm fixed price turnkey job for the entire work and amount quoted shall include all work described in the scope of work and general condition of contract. The lump sum price quoted shall be fixed and nothing extra will be entertained on any account.

Contractor's staff is subject to such restriction for entry and exit as are required by the Consulate's security requirement. Contractor's staff will be subject to security cleared as required by the Consulate.

Contractor shall restore all surfaces disturbed by construction to match with existing finish. Any deviation from the original contract/scope of work shall be informed to COR before work begins. No additional work or changes will be carried out without a contract modification.

i. Period of Performance & Key contacts

This contract shall be effective on the date of the Contracting Officer's signature and shall remain in effect through the completion of this project. The performance of this project shall be during June 10 – July 19, 2019.

The COR to this contract is Kebriti, Abderrahim [KebritiA@state.gov](mailto:KebritiA@state.gov)

The Contracting Office to this contract is Koransky, Rose M.

Contract administration for this project is done by Batti, Atika [BattiA@state.gov](mailto:BattiA@state.gov)

ii. Responsibilities of Contractor

Contractor shall be responsible for procuring, supplying, transporting, and providing all labor, materials, tools and plant and equipment etc., required for completion of the work in all respects and as per the scope of the work.

All expenses towards mobilization at site and demobilization including bringing in equipment, workforce and materials, dismantling the equipment, clearing the site etc. shall be deemed to be included in the rates quoted by the contractor against various items of schedule of rates and no separate payment on such expenses shall be entertained.

Contractor shall employ and provide one full time project manager to supervise the project and has experienced of carrying out such type of work.

Contractor shall not proceed with next activity until previous activity will be checked and approved by COR. Contractor shall mentioned all inspection dates in the schedule chart. Contractor should keep the site clean and accessible to Embassy employee all time.

The duration of the project shall not exceed 5 weeks.

iii. Workmanship

Workers working on the site shall be skilled in their job and have related job experience.

iv. Working Hours

Working hours shall be 8:00 A.M. to 5:00P.M Monday to Friday. No work shall be done on holidays without prior approval of the Contracting Officer.



v. Security Clearance

The Contractor shall inform and provide in writing transportation details (vehicle registration number, drivers name, and date of delivery) to the COR at least 48 hours in advance for material deliveries.

Contractor shall give workers names at least 5 days in advance to get the security clearance. All the workers shall have an official photo ID or photo ID with the company name on it.

vi. Safety

Contractor is responsible and shall continue management and implementation of a safety and health program throughout construction.

The Contracting Officer and the Post Occupational Safety and Health Officer [POSHO] reserve the right to suspend work when and where Contractor's safety and health program is considered to be operating in an inadequate or non-complying manner.

Contractor shall provide all Personal Protective Equipment for the workers as per the requirement of the site. Work will be stopped in case the proper protection equipment is not found with the workers and the lapse of time shall be at the Contractor's expense.

Contractor will not leave the work site in an unsafe condition or any other condition that might cause injury to personnel, damage to existing work, plants or equipment.

Contractor will use all safety gadgets e.g. hard hats, cotton gloves and goggles as required on site to avoid accidents.

Any equipment or work considered dangerous shall be immediately discontinued.

vii. Warranty

The contractor shall guarantee that all work performed will be free from all defects in workmanship and materials and that all installation will provide the capacities and characteristics specified. The contract further guarantees that if, during a period of one year from the date of the certificate of completion and acceptance of the work, any such defects will be repaired by the contractor at his own cost.

II. PRICES

A. VALUE ADDED TAX



## **VAT VERSION**

VALUE ADDED TAX. Value Added Tax (VAT) is not included in the total rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. Local law dictates the portion of the contract price that is subject to VAT.

## **ROLE AND RESPONSIBILITY FOR CONTRACT ADMINISTRATION**

- A. ***Contracting Officer:*** The Contracting Officer has the overall responsibility for administering this contract. He/She alone without delegation, is authorized to take action on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and delivery schedules, make final decision on disputed deductions from contract payments for nonperformance or unsatisfactory performance; terminate the contract for convenience or default; and issue final decisions regarding contract responsibilities to authorized representatives.
- B. ***Contracting Officer's Representative (COR):*** The COR will assist the Contracting Officer in discharging responsibilities. The responsibilities of the COR include but are not limited to: evaluating Contractor's performance with the terms and conditions of this contract; acting as the Government's representative at the work site; advising the Contractor of proposed deductions for nonperformance or unsatisfactory performance; and advising the Contracting Officer of any factors which may cause delay in work performance.

## **PLACE OF PERFORMANCE**

The principal place of performance of this contract shall be at:

**United States Consulate General  
8 Boulevard Moulay Youssef  
Casablanca – Morocco.**

## **BILLING INFORMATION:**

Invoices should be provided after completion of the project. Then invoice should include the contract number (To be provided to the awarded contractor) and submitted to the following:

*United States consulate General  
Att. Atika BATTI  
8 boulevard Moulay Youssef  
Casablanca – Morocco*

Or via email with subject: "Contract Number\_ Consulate Painting & Repairs" to:  
[BattiA@state.gov](mailto:BattiA@state.gov)

## SECTION 2 - CONTRACT CLAUSES, TERMS & CONDITIONS

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JAN 2017), is incorporated by reference (see SF-1449, Block 27A).

### **52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (AUG 2018)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved].

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).



\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved].

\_\_\_ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (JAN 2011) of 52.219-4.

\_\_\_ (13) [Reserved]

\_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_ (iii) Alternate II (Nov 2011).

\_\_\_ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

\_\_\_ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(28)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(ii) Alternate I (FEB 1999) of 52.222-26.

(30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

(ii) Alternate I (JULY 2014) of 52.222-36.

\_\_\_ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

\_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_\_\_ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

\_\_\_ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.

\_\_\_ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).



- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.
- \_\_\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- \_\_\_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- \_\_\_ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- \_\_\_ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- \_\_\_ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- \_\_\_ (ii) Alternate I (JAN 2017) of 52.224-3.
- \_\_\_ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- \_\_\_ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- \_\_\_ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- \_\_\_ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- \_\_\_ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).
- \_\_\_ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- \_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.
- \_\_\_ (iii) Alternate II (FEB 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- \_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- \_\_\_ (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

\_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

\_\_\_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_\_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

\_\_\_ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.



(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(End of clause)

## ADDENDUM TO CONTRACT CLAUSES

### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Go to the internet at:

<http://www.acquisition.gov/far/> or, <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <https://www.ecfr.gov/cgi-bin/text->



[idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl](http://idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl) to access the link to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulations are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-3	Workers' Compensation Insurance (Defense Base Act) JUL 2014
52.229-6	FOREIGN FIXED-PRICED CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

The following FAR clause(s) is/are provided in full text:

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

- (a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) Invoice Submission. The Contractor shall submit invoices in an original and copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

- (c) Contractor Remittance Address. The Government will make payment to the Contractor's address stated on the cover page of this contract.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.
- (b) The COR for this contract is Kebriti, Abderrahim

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The Contractor warrants the following:
- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
  - (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
  - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (a) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

ADDENDUM TO SOLICITATION PROVISIONS  
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Go to the internet at:

<http://www.acquisition.gov/far/> or, <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to access the link to the FAR. You may also use an Internet

“search engine” (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation provisions are incorporated by reference:

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2016)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JULY 2016)
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)



## SECTION 4 - EVALUATION FACTORS

Award will be made to the **lowest priced, acceptable, responsible offeror**. Proposals shall include a completed solicitation. The Government reserves the right to reject proposals that are unreasonably low or high in price.

The lowest price will be determined by multiplying the offered prices in "Prices - Continuation of SF-1449, Block 23", and including all options. Acceptability will be determined by assessing the offeror's compliance with the terms of the RFP. Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR Part 9.1, including:

- (a) Adequate financial resources or the ability to obtain them;
- (b) Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- (c) Satisfactory record of integrity and business ethics;
- (d) Necessary organization, experience, and skills or the ability to obtain them;
- (e) Necessary equipment and facilities or the ability to obtain them; and
- (f) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

### ADDENDUM TO EVALUATION FACTORS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provision(s) is/are provided in full text:

#### 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) On the date specified for receipt of proposal revisions.